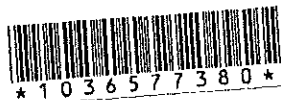


EXHIBIT 2

CJ-17-1832
Prince

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

JOHN FIESELER,

Plaintiff,

vs.

PROGRESSIVE DIRECT INSURANCE CO.,

Defendant.

MAR 29 2017

RICK WARREN
Case No. COURT CLERK
40

CJ-2017-1832

PETITION

COMES NOW Plaintiff, John Fieseler, for his cause of action against Defendant, Progressive Direct Insurance Co., states as follows:

THE PARTIES

1. At all times material hereto, Plaintiff was a citizen and resident of Garvin County, Oklahoma and owned a vehicle that was covered under Defendant's insurance policy.
2. Defendant is a foreign for profit insurance corporation doing business in the State of Oklahoma at all times material hereto.
3. The automobile at issue was at all times relevant hereto insured by the Defendant.

JURISDICTION AND VENUE

4. This is an action arising out of a contract of insurance that was entered into by Plaintiff and Defendant in the State of Oklahoma.
5. This Court has jurisdiction over the parties hereto, jurisdiction of the subject matter hereof, and venue is proper.

CAUSES OF ACTION

I. Count One: Breach of Contract

6. Plaintiff owned a 2006 Ford F250 Crew Pickup truck that was insured by Defendant and included medical payments coverage in the amount of \$5,000.00 (five thousand dollars).

7. Under this insurance contract, Plaintiff was to pay a premium and Defendant was to provide insurance for medical bills for personal injuries sustained by covered drivers in a car wreck.

8. Plaintiff was involved in a motor vehicle collision on October 4, 2015, in which he sustained injuries.

9. Plaintiff's medical bills and expenses have reached an amount of approximately \$1,083.00 (one thousand and eighty-three dollars) and will, in all probability, increase.

10. At the time of the collision, the insurance policy was in full force and effect and Plaintiff had paid his premiums up to date.

11. Plaintiff made a demand for payment under the medical payments portion of the policy at issue on October 29, 2015, but Defendant has presently failed and refused to reasonably evaluate and pay the claim.

12. Plaintiff gave proper notice of this claim and proof of loss of the claim to Defendant, through its representative, and otherwise complied with all conditions precedent for recovery under the subject insurance policy.

13. Defendant has failed to reasonably and in good faith provide medical payment for Plaintiff's personal injuries sustained in the collision on October 4, 2015, in the amount of approximately \$1,083.00 (one thousand and eighty-three dollars), in accordance with the terms and intent of the contract entered into between Plaintiff and Defendant.

14. In its handling of Plaintiff's claims, Defendant breached the insurance contract and breached the implied covenant of good faith and fair dealing in the insurance contract, as a matter of standard business practice, in the following respects:

- a. failing and refusing payment and other policy benefits at a time when Defendant knew that Plaintiff was entitled to those benefits;
- b. failing to properly investigate Plaintiff's claims;
- c. withholding payment of the benefits to Plaintiff knowing that Plaintiff's claims for those benefits were valid;
- d. refusing to honor Plaintiff's claims for reasons contrary to the express provisions of the policy and/or Oklahoma law;
- e. failing to adopt and implement reasonable standards for the prompt investigation and reasonable handling of claims arising under the medical

payment portion of their policies, including the policy which is the subject of this lawsuit; and

- f. not attempting in good faith to effectuate a prompt, fair and equitable settlement of Plaintiff's claims;

all in violation of the covenant of good faith and fair dealing and resulting in financial benefit to Defendant.

II. Count Two: Bad Faith

15. Plaintiff re-alleges and incorporates paragraphs 1 through 14 above, and further alleges and states the following:

16. Plaintiff has been damaged as a result of the above described acts and omissions of Defendant.

17. Plaintiff's damages are in excess of the amount required for diversity jurisdiction under 28 U.S.C. § 1332 (currently \$75,000.00) plus interest, costs, and all such other and further relief for which should be awarded as judgment against Defendant in an amount to fully and fairly compensate Plaintiff for each and every element of damages that have been suffered.

18. Defendant's actions have been willful and malicious or grossly reckless and wanton, such that Plaintiff is entitled to recover punitive damages.

DEMAND FOR JURY TRIAL

19. Plaintiff demands a jury trial for all issues of fact presented by this action.

RESERVATION OF ADDITIONAL CLAIMS

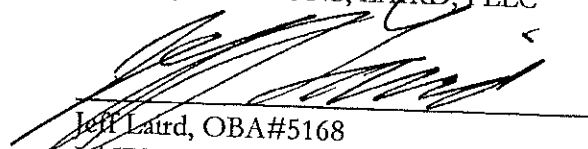
20. Plaintiff reserves the right to plead further upon completion of discovery to state additional claims and to name additional parties to this action.

WHEREFORE Plaintiff, John Fieseler, prays for judgment against the Defendant, Progressive Direct Insurance Co., in an amount of \$1,083.00 (one thousand and eighty-three dollars) for compensatory damages under the breach of contract claim with interest thereon as provided by law, together with attorneys' fees and costs of this action, and for such other relief as the Court may deem just and proper. Plaintiff further prays for judgment against Defendant in an amount in excess of \$75,000.00 for punitive damages under the bad faith insurance claim,

with interest thereon as provided by law, together with attorneys' fees and costs of this action, and for such other relief as the Court may deem just and proper.

Respectfully submitted,

LAIRD, HAMMONS, LAIRD, PLLC

A handwritten signature in black ink, appearing to read "Jeff Laird", is written over a horizontal line.

Jeff Laird, OBA#5168

LAIRD, HAMMONS, LAIRD, P.L.L.C.

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ATTORNEY LIEN CLAIMED